

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 10
ADDRESS OF PREMISES 875 NORTH RANDOLPH STREET ARLINGTON, VA 22203	TO LEASE NO. GS-11B-12564 PDN Number:

THIS AMENDMENT is made and entered into between: **BALLSTON INVESTOR GROUP I, LLC,**

whose address is: c/o Carr Properties
 1615 L Street, NW Suite 650
 Washington, DC 20036

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect the Government's exercise of the 10 year renewal option set forth in paragraph B of Lease Amendment 9, effective upon execution by the Government, as follows:

- A. Premises:** The Government currently leases from Lessor approximately **313,595 rentable square feet (RSF)**, yielding **273,863 ANSI/BOMA Office Area (ABOA)** of office and related space located on the 1st thru 13th floors of 875 North Randolph Street, Arlington, Virginia (the "Building").
- B. Renewal Terms:** This Lease is hereby renewed as of October 1, 2017 for a period of 10 YEARS FIRM commencing on October 1, 2017, through September 30, 2027, at the following rental rate(s):

This Lease Amendment contains **(2)** pages.

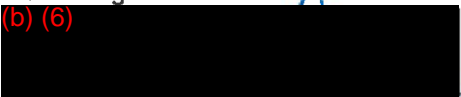
All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

BALLSTON INVESTOR GROUP I, LLC,
 a Virginia limited liability company

By: BIG I Managing Member LLC,
 a Delaware limited liability company,
 its managing member


By: Carr Properties OC LLC,
 a Delaware limited liability company,
 its Sole Manager

(b) (6)
 Signature: 
 Name: Daniel P. Dooley
 Title: Chief Operating Officer
 Entity Name: Carr Properties OC LLC
 Date: 11/16/17

FOR THE GOVERNMENT:

(b) (6)
 Signature: 
 Name: LISA RICHMOND
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11/28/17

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: 
 Name: Glen M. Holsinger
 Title: Director, Asset Management
 Date: 11/16/17

	Renewal Term, Years 1 - 10	
	Annual Rent	Annual Rate/RSF
Shell Rental Rate	(b) (4)	
Operating Costs*		
Total Annual Rate**	\$11,216,218.22	\$35.77

* Operating Cost Base from Section 1.11 of the Lease plus all accrued and accumulated CPI adjustments to the original base amount through the lease year ending 9/30/17. The operating cost base shall continue to accrue and accumulate uninterrupted and shall be adjusted again for the first year of the renewal term on 10/1/17 and all subsequent years of the renewal term.

** Total Annual Rate stated herein does NOT include: (1) the 10/1/17 CPI adjustment to the operating costs, (2) real estate tax reimbursements above the original Real Estate Tax Base defined in Section 1.10 of the Lease which shall remain unchanged and (3) parking costs pursuant to Section 1.02(A) of the Lease.

- C. **Condition of Premises:** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing," and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease.
- D. **No Broker:** The Government hereby represents and warrants that it has not entered into any agreement with, or otherwise had any dealing with, any broker, agent or finder, in connection with the negotiation or execution of this Lease Amendment, which would form the basis of any claim by any such broker, agent or finder for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature.

INITIALS: (b) (6) & (b) (6)
LESSOR GOVT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 10
ADDRESS OF PREMISES 875 NORTH RANDOLPH STREET ARLINGTON, VA 22203	TO LEASE NO. GS-11B-12564 PDN Number:

THIS AMENDMENT is made and entered into between: **BALLSTON INVESTOR GROUP I, LLC,**

whose address is: c/o Carr Properties
 1615 L Street, NW Suite 650
 Washington, DC 20036

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect the Government's exercise of the 10 year renewal option set forth in paragraph B of Lease Amendment 9, effective upon execution by the Government, as follows:

- A. Premises:** The Government currently leases from Lessor approximately **313,595 rentable square feet (RSF)**, yielding **273,863 ANSI/BOMA Office Area (ABOA)** of office and related space located on the 1st thru 13th floors of 875 North Randolph Street, Arlington, Virginia (the "Building").
- B. Renewal Terms:** This Lease is hereby renewed as of October 1, 2017 for a period of 10 YEARS FIRM commencing on October 1, 2017, through September 30, 2027, at the following rental rate(s):

This Lease Amendment contains **(2)** pages.

All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

BALLSTON INVESTOR GROUP I, LLC,
 a Virginia limited liability company

By: BIG I Managing Member LLC,
 a Delaware limited liability company,
 its managing member

By: Carr Properties OC LLC,
 a Delaware limited liability company,
 its Sole Manager

(b) (6)
 Signature: _____
 Name: Daniel P. Dooley
 Title: Chief Operating Officer
 Entity Name: Carr Properties OC LLC
 Date: 11/16/17

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: LISA RICHMOND
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11/28/17

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Glen M. Holsinger
 Title: Director, Asset Management
 Date: 11/16/17

	Renewal Term, Years 1 - 10	
	Annual Rent	Annual Rate/RSF
Shell Rental Rate	(b) (4)	
Operating Costs*		
Total Annual Rate**	\$11,216,218.22	\$35.77

* Operating Cost Base from Section 1.11 of the Lease plus all accrued and accumulated CPI adjustments to the original base amount through the lease year ending 9/30/17. The operating cost base shall continue to accrue and accumulate uninterrupted and shall be adjusted again for the first year of the renewal term on 10/1/17 and all subsequent years of the renewal term.

** Total Annual Rate stated herein does NOT include: (1) the 10/1/17 CPI adjustment to the operating costs, (2) real estate tax reimbursements above the original Real Estate Tax Base defined in Section 1.10 of the Lease which shall remain unchanged and (3) parking costs pursuant to Section 1.02(A) of the Lease.

- C. **Condition of Premises:** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing," and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease.
- D. **No Broker:** The Government hereby represents and warrants that it has not entered into any agreement with, or otherwise had any dealing with, any broker, agent or finder, in connection with the negotiation or execution of this Lease Amendment, which would form the basis of any claim by any such broker, agent or finder for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature.

INITIALS: (b) (6) & (b) (6)
LESSOR GOVT

LEASE NO. GS-11B-12564

Succeeding/Superseding Lease
GSA FORM L202 (9/12)

This Lease is made and entered into between

Ballston Investor Group, I, LLC (Lessor), whose principal place of business is

c/o Fred Schnider Investment Group, LLC
4075 Wilson Blvd., Suite 400
Arlington, VA 22203-1995

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

875 North Randolph Street, Arlington, VA 22203

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon October 1, 2012 and continuing for a period of

5 Years firm, with one five (5) year option to renew with 180 days prior written notice to renew.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name: Marvin L. Schnider, Jr.

Title: President, MLS Realty, Inc., Manager

Date: 11/27/12

(b) (6)

Name: Lawrence C. Nussdorf

Title: President, CBT Realty, Inc., Manager

Date: 11/29/12

Marvin L. Schnider, Jr. on behalf of MLS Realty, Inc.
Manager of

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: Kevin Shooshan

Title: Leasing Director, The Shooshan Co.

Date: 11/30/12

FOR THE GOVERNMENT:

(b) (6)

Seyi Gbadegesin

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/12/12

WITNESSED FOR LAWRENCE
C. NUSSDORF, on behalf of CBT
Realty, Inc., Manager of TITB

(b) (6)

Name: Kevin Shooshan
Title: CEI Realty Corp Secy
Date: 11/30/12

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

(b) (6)

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	4
1.01	THE PREMISES (SUCCEEDING) (JUN 2012)	4
1.02	EXPRESS APPURTENANT RIGHTS (JUN 2012)	4
1.03	RENT AND OTHER CONSIDERATION (JUN 2012)	4
1.04	BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)	5
1.05	TERMINATION RIGHTS (AUG 2011)-INTENTIONALLY DELETED	5
1.06	RENEWAL RIGHTS (AUG 2011)	5
1.07	DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	5
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)	5
1.09	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	6
1.10	ESTABLISHMENT OF TAX BASE (JUN 2012)	6
1.11	OPERATING COST BASE (AUG 2011)	6
1.12	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	6
1.13	HOURLY OVERTIME HVAC RATES (AUG 2011)	6
1.14	24-HOUR HVAC REQUIREMENT (APR 2011)	6
1.15	BUILDING IMPROVEMENTS (JUN 2012)	6
SECTION 2	GENERAL TERMS, CONDITIONS AND STANDARDS	7
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	7
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	7
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	8
2.04	WAIVER OF RESTORATION (APR 2011)	8
2.05	PAYMENT OF BROKER (JULY 2011)	8
2.06	CHANGE OF OWNERSHIP (JUN 2012)	8
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	8
2.08	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	10
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	10
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	11
3.01	WORK PERFORMANCE (JUN 2012)	11
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	11
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	11
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	11
3.05	CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)	11
3.06	BUILDING SHELL REQUIREMENTS (JUN 2012)	12
3.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	12
3.08	QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	12
3.09	VESTIBULES (SUCCEEDING) (APR 2011)	12
3.10	MEANS OF EGRESS (JUN 2012)	12
3.11	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)	13
3.12	FIRE ALARM SYSTEM (JUN 2012)	13
3.13	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	13
3.14	ELEVATORS (JUN 2012)	13
3.15	FLAGPOLE (AUG 2011)	14
3.16	DEMOLITION (JUN 2012)	14
3.17	ACCESSIBILITY (FEB 2007)	14
3.18	CEILINGS (JUN 2012)	14
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	14
3.20	DOORS: IDENTIFICATION (APR 2011)	15
3.21	WINDOWS (SUCCEEDING) (SEPT 2011)	15
3.22	PARTITIONS: GENERAL (APR 2011)	15
3.23	PARTITIONS: PERMANENT (JUN 2012)	15
3.24	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	15
3.25	WALL FINISHES - SHELL (SUCCEEDING) (JUN 2012)	15
3.26	PAINTING - SHELL (JUN 2012)	15
3.27	FLOORS AND FLOOR LOAD (AUG 2011)	15
3.28	FLOOR COVERING AND PERIMETERS - SHELL (SUCCEEDING) (JUN 2012)	16
3.29	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16
3.30	BUILDING SYSTEMS (APR 2011)	16
3.31	ELECTRICAL (JUN 2012)	16
3.32	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)-INTENTIONALLY DELETED	16
3.33	DRINKING FOUNTAINS (APR 2011)	16
3.34	RESTROOMS (JUN 2012)	16
3.35	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	17
3.36	JANITOR CLOSETS (SUCCEEDING) (JUN 2012)	17
3.37	HEATING VENTILATION AND AIR CONDITIONING - SHELL (JUN 2012)	17
3.38	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)	17
3.39	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	17
3.40	LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)	18

(b) (6)

3.41	ACOUSTICAL REQUIREMENTS (JUN 2012).....	18
3.42	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	18
3.43	SYSTEMS COMMISSIONING (APR 2011).....	19
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....		20
4.01	SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012)	20
4.02	ACCEPTANCE OF SPACE (SUCCEEDING) (JUN 2012).....	20
4.03	AS-BUILT DRAWINGS (JUN 2012)	20
4.04	SEISMIC RETROFIT (SEP 2012).....	20
SECTION 5 TENANT IMPROVEMENT COMPONENTS.....		21
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)	21
5.02	FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)	21
5.03	DOORS: INTERIOR (SUCCEEDING) (JUN 2012).....	21
5.04	DOORS: HARDWARE (SUCCEEDING) (JUN 2012)	21
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012).....	21
5.06	WALL FINISHES (JUN 2012).....	21
5.07	PAINTING – TI (JUN 2012).....	21
5.08	FLOOR COVERINGS AND PERIMETERS (JUN 2012).....	22
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011).....	23
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012)	23
5.11	LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (JUN 2012).....	23
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM.....		24
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012).....	24
6.02	UTILITIES (APR 2011)	24
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)-INTENTIONALLY DELETED	24
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	24
6.05	HEATING AND AIR CONDITIONING (AUG 2011).....	24
6.06	OVERTIME HVAC USAGE (JUN 2012)	24
6.07	JANITORIAL SERVICES (JUN 2012)	25
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011).....	25
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012).....	25
6.10	SNOW REMOVAL (APR 2011).....	26
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012).....	26
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	26
6.13	ASBESTOS ABATEMENT (APR 2011).....	26
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	26
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012).....	26
6.16	LANDSCAPING (SUCCEEDING) (JUN 2012)	26
6.17	LANDSCAPE MAINTENANCE (APR 2011).....	27
6.18	RECYCLING (JUN 2012).....	27
6.19	RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012).....	27
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012).....	27
6.21	INDOOR AIR QUALITY (JUN 2012)	28
6.22	RADON IN AIR (SUCCEEDING) (JUN 2012).....	29
6.23	RADON IN WATER (JUN 2012)-INTENTIONALLY DELETED	30
6.24	HAZARDOUS MATERIALS (OCT 1996).....	30
6.25	MOLD (AUG 2008)	30
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	30
6.27	FLAG DISPLAY (APR 2011).....	30
SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....		31
7.01	SECURITY STANDARDS (JUN 2012).....	31
7.02	THE FOLLOWING PARAGRAPHS WERE INTENTIONALLY DELETED:.....	31
7.03	THE FOLLOWING PARAGRAPHS WERE MODIFIED:	31
1.03	RENT AND OTHER CONSIDERATION (JUN 2012).....	31
1.14	24-HOUR HVAC REQUIREMENT (APR 2011).....	31
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012).....	31
6.07	JANITORIAL SERVICES (JUN 2012)	31

(b) (6)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**1.01 THE PREMISES (SUCCEEDING) (JUN 2012)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: **313,595** rentable square feet (RSF), yielding **273,863** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st thru the 13th floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A1- A-13.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.14508** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Government shall have the right to lease the parking garage in its entirety consisting of **569** parking spaces through a service agreement that shall be negotiated by way of a separate service contract between and Lessor and tenant agency.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	(b) (4)	(b) (4)
PAINT AND CARPET ²		
OPERATING COSTS ³		
BUILDING SPECIFIC SECURITY ⁴		
PARKING ⁵	\$ SEE 1.02 A	\$ SEE 1.02 A
TOTAL ANNUAL RENT	\$11,916,610.00	\$12,747,636.75

(b) (4)

⁵Parking costs described under sub-paragraph G below.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property, described in the paragraph entitled the Premises

(b) (6)

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **CBRE, Inc** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission, will be payable to **CBRE, Inc** with the remaining (b) (4), which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) adjusted 1st Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)-INTENTIONALLY DELETED

~~The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than XX days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.~~

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS 6 – 10	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	(b) (4)	(b) (4)
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 5 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **180** days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	13	A
GSA FORM 1217	2	B
SECURITY REQUIREMENTS	5	C
GSA FORM 12000 PRELEASE FPLS EVALUATION	12	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
CERTIFICATE OF SEISMIC COMPLIANCE	1	G
PRE-LEASE SECURITY PLAN	6	H
RIDER NUMBER ONE	1	I
RIDER NUMBER TWO	1	J
RIDER NUMBER THREE	3	K

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

(b) (6)

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **99.1291** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **313,595** RSF by the total Building space of **316,350** RSF.

1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$1,547,478.96**.

1.11 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **(b) (4)**

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$3.00** per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$15.00** per hour per floor
- Number of floors: **13**
- **\$195.00** per hour for the entire Space.

1.14 24-HOUR HVAC REQUIREMENT (APR 2011)

Areas in the building requiring 24-Hour HVAC (LAN, etc.) shall be separately metered and paid by the tenant agency.

1.15 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor for the existing leased space shall paint and carpet the entire premises one (1) time during the five year firm term of the new lease within ninety (90) days of request by Government, at Lessor's sole cost.

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. Broker shall refer to GSA's broker, CBRE, Inc.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as "the Building(s)."
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical Building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly

(b) (6)

delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the Lease Contracting Officer. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease.

B. Orders for Tenant Improvements \$150,000 or less may be placed by the LCO or a warranted contracting officer's representative in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer. This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in paragraph B, will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JULY 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (JUN 2012)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register with GSA's System for Acquisition Management (SAM) (See FAR 52.232-33) and complete and sign GSA Form 3518, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

(b) (6)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property. With this lease, the agreed upon amount is \$1,547,478.96.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

(b) (6)

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)

If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced by \$3.00 per ABOA square foot for the amount of space vacated. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

(b) (6)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:

Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.

1. Minimize the consumption of resources, energy, and water.
2. Prevent the creation of solid waste, air pollution, or water pollution.
3. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

(b) (6)

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 BUILDING SHELL REQUIREMENTS (JUN 2012)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.08 QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.09 VESTIBULES (SUCCEEDING) (APR 2011)

A. Existing vestibules shall remain in place at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

3.10 MEANS OF EGRESS (JUN 2012)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).

B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

(b) (6)

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)

A. Any portion of the Premises located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Premises is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Premises is on or above the sixth floor, and lease of the Premises will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, *Standard for the Installation of Sprinkler Systems*.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this Lease).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.12 FIRE ALARM SYSTEM (JUN 2012)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Premises is located on the 3rd floor or higher.

B. The fire alarm system shall be installed and maintained in accordance with the requirements of NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease).

C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.

D. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease), prior to Government acceptance and occupancy of the Space.

3.13 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR label, then Lessor must earn the ENERGY STAR label within 18 months after occupancy by the Government.

3.14 ELEVATORS (JUN 2012)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, Safety Code for Elevators and Escalators (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors

(b) (6)

shall activate the Building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.15 FLAGPOLE (AUG 2011)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag will be provided by the Lessor, as part of shell rent and replaced at all times during the Lease term when showing signs of wear.

3.16 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.17 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.18 CEILINGS (JUN 2012)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

(b) (6)

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.20 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.21 WINDOWS (SUCCEEDING) (SEPT 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.22 PARTITIONS: GENERAL (APR 2011)

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

3.23 PARTITIONS: PERMANENT (JUN 2012)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the Building is located.

3.25 WALL FINISHES – SHELL (SUCCEEDING) (JUN 2012)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.26 PAINTING - SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.27 FLOORS AND FLOOR LOAD (AUG 2011)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

(b) (6)

3.28 FLOOR COVERING AND PERIMETERS – SHELL (SUCCEEDING) (JUN 2012)

- A. All Building common areas shall have finished floors, as currently provided.
- B. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.30 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.31 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.32 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)-INTENTIONALLY DELETED

~~If the Government pays separately for electricity, no more than 500 SF of office Space may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.~~

3.33 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.34 RESTROOMS (JUN 2012)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

(b) (6)

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.35 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.36 JANITOR CLOSETS (SUCCEEDING) (JUN 2012)

Existing janitor closets shall meet all local codes and ordinances. Disposal is not permitted in restrooms.

3.37 HEATING VENTILATION AND AIR CONDITIONING – SHELL (JUN 2012)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.
- F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13.
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.38 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.39 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

(b) (6)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.40 LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)

A. Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other Building standard fixtures approved by the LCO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA SF.

B. Unless alternate lighting is approved by the LCO, the Lessor shall provide deep cell parabolic louver 2'-0" wide x 4'-0" long or two 2'-0" wide x 2'-0" long (or Building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ABOA SF. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide (1) 30 foot-candles in portions of work areas other than work surfaces, and (2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the LCO. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

C. Exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the Building to discourage crimes against persons.

D. Exterior Building lighting must have emergency power backup to provide for safe evacuation of the Building in case of natural disaster, power outage, or criminal/terrorist activity.

E. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the Space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

3.41 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.42 INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

(b) (6)

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the LCO.
4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
6. Protect stored onsite and installed absorptive materials from moisture damage.

3.43 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

(b) (6)

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012)

Design and construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this Lease not later than 90 Working Days following notice from Government.

4.02 ACCEPTANCE OF SPACE (SUCCEEDING) (JUN 2012)

- A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease is substantially complete and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. At acceptance, the Lease term shall commence and the Lease Term Commencement Date shall be memorialized by Lease Amendment.

4.03 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 calendar days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.04 SEISMIC RETROFIT (SEP 2012)

The following requirements apply to leases requiring seismic retrofit:

- A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.
- B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).
- C. For leases requiring seismic retrofit, the space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

(b) (6)

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Additional Security Requirements, shall be deemed to be TI costs. Lessor, at its sole cost, is to paint and carpet the entire premises one time during the five year term of the lease within ninety (90) days of request by Government.

5.02 FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after Lease award. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 DOORS: INTERIOR (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.04 DOORS: HARDWARE (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the award date of this Lease.

5.05 PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

5.06 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.07 PAINTING -TI (JUN 2012)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.

(b) (6)

2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.08 FLOOR COVERINGS AND PERIMETERS (JUN 2012)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Face fiber content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
5. Performance Requirements for Broadloom and Modular Tile.

Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option) by

Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria

Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture appearance retention rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

(b) (6)

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.09 HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ANSI/BOMA office area SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.10 ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.11 LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

The Lessor shall provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease. There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

(b) (6)

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) INTENTIONALLY DELETED

~~A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.~~

~~B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.~~

~~C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.~~

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (AUG 2011)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

(b) (6)

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance. Cleaning shall be performed during normal hours.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub gages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

A. Use products that are packaged ecologically;

B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,

C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

(b) (6)

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 6:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (JUN 2012)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 10 years with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 LANDSCAPING (SUCCEEDING) (JUN 2012)

A. Landscape management practices shall prevent pollution by:

(b) (6)

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG Guidelines for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where State or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such State and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.19 RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with the Randolph-Sheppard vending facilities.

6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at <https://WWW.ACQUISITION.GOV> that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

(b) (6)

b. In person. Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the State, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.21 INDOOR AIR QUALITY (JUN 2012)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

(b) (6)

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the leased Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.22 RADON IN AIR (SUCCEEDING) (JUN 2012)

A. The radon concentration in the air of the Space shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall:

- a. Test for radon that portion of Space which is in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);

- b. Report the results to the LCO upon award; and

- c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test prior to Lease Term Commencement Date, in which case the Lessor shall perform the short test in subparagraph D.2.

C. CORRECTIVE ACTION PROGRAM:

Program Initiation and Procedures.

- a. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after award or during the term of the Lease, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

- b. If either the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the Space for re-occupancy.

- c. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

- d. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

- e. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

- f. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

(b) (6)

6.23 RADON IN WATER (JUN 2012) INTENTIONALLY DELETED

A. ~~If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.~~

B. ~~If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.~~

6.24 HAZARDOUS MATERIALS (OCT 1996)

The leased Space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.25 MOLD (AUG 2008)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from Actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable mold will be present (Indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of Actionable mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable mold or Indicators in the leased Space.

D. The presence of Actionable mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that Actionable mold or Indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the Actionable mold or the Indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.26 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.27 FLAG DISPLAY (APR 2011)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

(b) (6)

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level IV attached to this Lease, except for setback requirements.

7.02 THE FOLLOWING PARAGRAPHS WERE INTENTIONALLY DELETED:

- 1.05 TERMINATION RIGHTS (Aug 2011)
- 3.32 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)
- 6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)
- 6.23 RADON IN WATER (JUN 2012)

7.03 THE FOLLOWING PARAGRAPHS WERE MODIFIED:

- 1.03 RENT AND OTHER CONSIDERATION (JUN 2012)
- 1.14 24-HOUR HVAC REQUIREMENT (APR 2011)
- 1.15 BUILDING IMPROVEMENTS (JUN 2012)
- 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)
- 2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)
- 3.18 CEILINGS (JUN 2012)
- 3.37 HEATING VENTILATION AND AIR CONDITIONING – SHELL (JUN 2012)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012)
- 5.01 TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)
- 6.07 JANITORIAL SERVICES (JUN 2012)

ONE
LIBERTY
CENTER

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
OF GREAT BRITAIN AND IRELAND
FOUNDED 1871
VOLUME 100, PART 1, 2000
PUBLISHED BY THE
BRITISH ANTHROPOLOGICAL SOCIETY

THE SHODHAN COMPANY
1001 West 10th Street, Suite 100
Anchorage, Alaska 99501
Tel: 907/561-1234

SmithGroup

[illegible]

10001 Arlington Boulevard, Suite 600
Ft. Lauderdale, FL 33309-3209
Tel: 754.366.9440
Fax: 754.366.9871

[illegible]

Psychiatric hospitals are at risk of being closed down by the government if they do not improve their financial position, says a report from the House of Commons.

FLOOR ONE-
PARTITION PLAN

178-1-10
20-11-60
11-1

(b) (5), (b) (7)(F)

DEPT. OF AGRICULTURE, AGRIC. ENG. CORP. CORP.

(b) (6)

ONE
LIBERTY
CENTER

LIBERTY INVESTMENT GROUP
BULLSTOCK INVESTOR GROUP
10000 BULLSTOCK DRIVE
SUITE 100
BULLSTOCK, TEXAS 76001
714-241-1000

THE SHOOKMAN COMPANY
10000 BULLSTOCK DRIVE
SUITE 100
BULLSTOCK, TEXAS 76001
714-241-1000

SmithGroup

SmithGroup
10000 BULLSTOCK DRIVE
SUITE 100
BULLSTOCK, TEXAS 76001
714-241-1000

10000 BULLSTOCK DRIVE
SUITE 100
BULLSTOCK, TEXAS 76001
714-241-1000

Item	Qty	Unit	Price	Total
1.0000	1.00	EA	1.00	1.00
2.0000	2.00	EA	2.00	4.00
3.0000	3.00	EA	3.00	9.00
4.0000	4.00	EA	4.00	16.00
5.0000	5.00	EA	5.00	25.00
6.0000	6.00	EA	6.00	36.00
7.0000	7.00	EA	7.00	49.00
8.0000	8.00	EA	8.00	64.00
9.0000	9.00	EA	9.00	81.00
10.0000	10.00	EA	10.00	100.00
11.0000	11.00	EA	11.00	121.00
12.0000	12.00	EA	12.00	144.00
13.0000	13.00	EA	13.00	169.00
14.0000	14.00	EA	14.00	196.00
15.0000	15.00	EA	15.00	225.00
16.0000	16.00	EA	16.00	256.00
17.0000	17.00	EA	17.00	289.00
18.0000	18.00	EA	18.00	324.00
19.0000	19.00	EA	19.00	361.00
20.0000	20.00	EA	20.00	400.00
21.0000	21.00	EA	21.00	441.00
22.0000	22.00	EA	22.00	484.00
23.0000	23.00	EA	23.00	529.00
24.0000	24.00	EA	24.00	576.00
25.0000	25.00	EA	25.00	625.00
26.0000	26.00	EA	26.00	676.00
27.0000	27.00	EA	27.00	729.00
28.0000	28.00	EA	28.00	784.00
29.0000	29.00	EA	29.00	841.00
30.0000	30.00	EA	30.00	900.00
31.0000	31.00	EA	31.00	961.00
32.0000	32.00	EA	32.00	1024.00
33.0000	33.00	EA	33.00	1089.00
34.0000	34.00	EA	34.00	1156.00
35.0000	35.00	EA	35.00	1225.00
36.0000	36.00	EA	36.00	1296.00
37.0000	37.00	EA	37.00	1369.00
38.0000	38.00	EA	38.00	1444.00
39.0000	39.00	EA	39.00	1521.00
40.0000	40.00	EA	40.00	1600.00
41.0000	41.00	EA	41.00	1681.00
42.0000	42.00	EA	42.00	1764.00
43.0000	43.00	EA	43.00	1849.00
44.0000	44.00	EA	44.00	1936.00
45.0000	45.00	EA	45.00	2025.00
46.0000	46.00	EA	46.00	2116.00
47.0000	47.00	EA	47.00	2209.00
48.0000	48.00	EA	48.00	2304.00
49.0000	49.00	EA	49.00	2401.00
50.0000	50.00	EA	50.00	2500.00



1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the door unless otherwise noted.
4. All dimensions are to the center of the window unless otherwise noted.
5. All dimensions are to the center of the column unless otherwise noted.
6. All dimensions are to the center of the beam unless otherwise noted.
7. All dimensions are to the center of the slab unless otherwise noted.
8. All dimensions are to the center of the ceiling unless otherwise noted.
9. All dimensions are to the center of the floor unless otherwise noted.
10. All dimensions are to the center of the wall unless otherwise noted.

FLOOR TWO
PARTITION PLAN

Scale: 1/8" = 1'-0"
Date: 11-2

(b) (5), (b) (7)(F)

(b) (6)

ONE
LIBERTY
CENTER

[illegible]

ANY/DAVID MATHESON'S 2M
PO BOX 100000
LOS ANGELES, CA 90010

SmithGroup

[illegible]

YOLK, Incorporated
Consulting Engineers
14477 Air Glen Boulevard, Suite 100
Piedmont, Maryland 20831
P 703/864-9410
Q 703/878-6817

[illegible]

①

1

33

7

22

—

100

12

附

iii

51

1.

11

M

1

5411.803.

1-3

i

1

1

**FLOOR THREE-
PARTITION PLAN**

1987-1991

2411.802

11-3

NAME: _____ PHONE: _____

(b) (5), (b) (7)(F)

(b) (6)

ONE
LIBERTY
CENTER

TRUMP INVESTMENT CORP.
BALLSTON INVESTOR GROUP
1000 K STREET, N.W.
WASHINGTON, D.C. 20004
202-462-1000

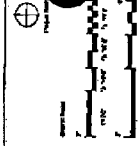
THE SHOOKMAN COMPANY
1000 K STREET, N.W.
WASHINGTON, D.C. 20004
202-462-1000

SmithGroup
INTERNATIONAL

Ballston Square
1000 K Street, N.W.
Washington, D.C. 20004
202-462-1000

300 A, Pennsylvania
Avenue, N.W.
Washington, D.C. 20004
202-462-1000

Project No.	2001-0001
Client	SmithGroup International
Architect	SmithGroup International
Engineer	SmithGroup International
Interior Designer	SmithGroup International
MEP Engineer	SmithGroup International
Structural Engineer	SmithGroup International
Cost Estimator	SmithGroup International
Construction Manager	SmithGroup International
General Contractor	SmithGroup International
Owner	SmithGroup International



Architectural drawing showing a floor plan with dimensions and a north arrow. The drawing includes a scale bar indicating 1" = 10'-0" and a north arrow pointing towards the top right. The plan shows a rectangular area with internal divisions and dimensions.

FLOOR FOUR-
PARTITION PLAN

Scale: 1/8" = 1'-0"
Date: 7-11-00
Drawing Number: 11-4

(b) (5), (b) (7)(F)

(b) (6)

ONE
LIBERTY
CENTER

TELEPHONE INVESTIGATION CIRCULAR

CALL TODAY FOR YOUR
FREE INFORMATION
FOR OVER 20 YEARS WE'VE BEEN

SmithGroup

[illegible]

YOUR, Incorporated
Consulting Engineers
4401 Arlington Boulevard, Suite 200
Falls Church, Virginia 22074
A 703.298.3442
O 703.275.4391

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

1. 1.00
 2. 1.00
 3. 1.00
 4. 1.00
 5. 1.00
 6. 1.00
 7. 1.00
 8. 1.00
 9. 1.00
 10. 1.00
 11. 1.00
 12. 1.00
 13. 1.00
 14. 1.00
 15. 1.00
 16. 1.00
 17. 1.00
 18. 1.00
 19. 1.00
 20. 1.00
 21. 1.00
 22. 1.00
 23. 1.00
 24. 1.00
 25. 1.00
 26. 1.00
 27. 1.00
 28. 1.00
 29. 1.00
 30. 1.00
 31. 1.00
 32. 1.00
 33. 1.00
 34. 1.00
 35. 1.00
 36. 1.00
 37. 1.00
 38. 1.00
 39. 1.00
 40. 1.00
 41. 1.00
 42. 1.00
 43. 1.00
 44. 1.00
 45. 1.00
 46. 1.00
 47. 1.00
 48. 1.00
 49. 1.00
 50. 1.00
 51. 1.00
 52. 1.00
 53. 1.00
 54. 1.00
 55. 1.00
 56. 1.00
 57. 1.00
 58. 1.00
 59. 1.00
 60. 1.00
 61. 1.00
 62. 1.00
 63. 1.00
 64. 1.00
 65. 1.00
 66. 1.00
 67. 1.00
 68. 1.00
 69. 1.00
 70. 1.00
 71. 1.00
 72. 1.00
 73. 1.00
 74. 1.00
 75. 1.00
 76. 1.00
 77. 1.00
 78. 1.00
 79. 1.00
 80. 1.00
 81. 1.00
 82. 1.00
 83. 1.00
 84. 1.00
 85. 1.00
 86. 1.00
 87. 1.00
 88. 1.00
 89. 1.00
 90. 1.00
 91. 1.00
 92. 1.00
 93. 1.00
 94. 1.00
 95. 1.00
 96. 1.00
 97. 1.00
 98. 1.00
 99. 1.00
 100. 1.00

As the American people are beginning to realize, the American economy is in a state of crisis. The American people are beginning to realize that the American economy is in a state of crisis. The American people are beginning to realize that the American economy is in a state of crisis.

**FLOOR FIVE-
PARTITION PLAN**

170437-2

11-5

(b) (5), (b) (7)(F)

THE UNIVERSITY OF CHICAGO PRESS

(b) (6)

ONE
LIBERTY
CENTER

TRISTAR INVESTMENT GROUP
BULLSTON INVESTOR GROUP
1000 BULLSTON AVENUE, SUITE 1000
WASHINGTON, DC 20003
202-462-1000
www.tristarinvest.com

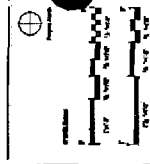
THE SHOOKMAN COMPANY
1000 BULLSTON AVENUE, SUITE 1000
WASHINGTON, DC 20003
202-462-1000
www.shookman.com

Smith Group
HISBOLA

Smith Group
1000 BULLSTON AVENUE, SUITE 1000
WASHINGTON, DC 20003
202-462-1000
www.smithgroup.com

1000 BULLSTON AVENUE, SUITE 1000
WASHINGTON, DC 20003
202-462-1000
www.shookman.com

Item	Qty	Unit	Price	Total
1.000	1.000	EA	1.000	1.000
2.000	2.000	EA	2.000	2.000
3.000	3.000	EA	3.000	3.000
4.000	4.000	EA	4.000	4.000
5.000	5.000	EA	5.000	5.000
6.000	6.000	EA	6.000	6.000
7.000	7.000	EA	7.000	7.000
8.000	8.000	EA	8.000	8.000
9.000	9.000	EA	9.000	9.000
10.000	10.000	EA	10.000	10.000
11.000	11.000	EA	11.000	11.000
12.000	12.000	EA	12.000	12.000
13.000	13.000	EA	13.000	13.000
14.000	14.000	EA	14.000	14.000
15.000	15.000	EA	15.000	15.000
16.000	16.000	EA	16.000	16.000
17.000	17.000	EA	17.000	17.000
18.000	18.000	EA	18.000	18.000
19.000	19.000	EA	19.000	19.000
20.000	20.000	EA	20.000	20.000
21.000	21.000	EA	21.000	21.000
22.000	22.000	EA	22.000	22.000
23.000	23.000	EA	23.000	23.000
24.000	24.000	EA	24.000	24.000
25.000	25.000	EA	25.000	25.000
26.000	26.000	EA	26.000	26.000
27.000	27.000	EA	27.000	27.000
28.000	28.000	EA	28.000	28.000
29.000	29.000	EA	29.000	29.000
30.000	30.000	EA	30.000	30.000
31.000	31.000	EA	31.000	31.000
32.000	32.000	EA	32.000	32.000
33.000	33.000	EA	33.000	33.000
34.000	34.000	EA	34.000	34.000
35.000	35.000	EA	35.000	35.000
36.000	36.000	EA	36.000	36.000
37.000	37.000	EA	37.000	37.000
38.000	38.000	EA	38.000	38.000
39.000	39.000	EA	39.000	39.000
40.000	40.000	EA	40.000	40.000
41.000	41.000	EA	41.000	41.000
42.000	42.000	EA	42.000	42.000
43.000	43.000	EA	43.000	43.000
44.000	44.000	EA	44.000	44.000
45.000	45.000	EA	45.000	45.000
46.000	46.000	EA	46.000	46.000
47.000	47.000	EA	47.000	47.000
48.000	48.000	EA	48.000	48.000
49.000	49.000	EA	49.000	49.000
50.000	50.000	EA	50.000	50.000
51.000	51.000	EA	51.000	51.000
52.000	52.000	EA	52.000	52.000
53.000	53.000	EA	53.000	53.000
54.000	54.000	EA	54.000	54.000
55.000	55.000	EA	55.000	55.000
56.000	56.000	EA	56.000	56.000
57.000	57.000	EA	57.000	57.000
58.000	58.000	EA	58.000	58.000
59.000	59.000	EA	59.000	59.000
60.000	60.000	EA	60.000	60.000
61.000	61.000	EA	61.000	61.000
62.000	62.000	EA	62.000	62.000
63.000	63.000	EA	63.000	63.000
64.000	64.000	EA	64.000	64.000
65.000	65.000	EA	65.000	65.000
66.000	66.000	EA	66.000	66.000
67.000	67.000	EA	67.000	67.000
68.000	68.000	EA	68.000	68.000
69.000	69.000	EA	69.000	69.000
70.000	70.000	EA	70.000	70.000
71.000	71.000	EA	71.000	71.000
72.000	72.000	EA	72.000	72.000
73.000	73.000	EA	73.000	73.000
74.000	74.000	EA	74.000	74.000
75.000	75.000	EA	75.000	75.000
76.000	76.000	EA	76.000	76.000
77.000	77.000	EA	77.000	77.000
78.000	78.000	EA	78.000	78.000
79.000	79.000	EA	79.000	79.000
80.000	80.000	EA	80.000	80.000
81.000	81.000	EA	81.000	81.000
82.000	82.000	EA	82.000	82.000
83.000	83.000	EA	83.000	83.000
84.000	84.000	EA	84.000	84.000
85.000	85.000	EA	85.000	85.000
86.000	86.000	EA	86.000	86.000
87.000	87.000	EA	87.000	87.000
88.000	88.000	EA	88.000	88.000
89.000	89.000	EA	89.000	89.000
90.000	90.000	EA	90.000	90.000
91.000	91.000	EA	91.000	91.000
92.000	92.000	EA	92.000	92.000
93.000	93.000	EA	93.000	93.000
94.000	94.000	EA	94.000	94.000
95.000	95.000	EA	95.000	95.000
96.000	96.000	EA	96.000	96.000
97.000	97.000	EA	97.000	97.000
98.000	98.000	EA	98.000	98.000
99.000	99.000	EA	99.000	99.000
100.000	100.000	EA	100.000	100.000



1.000
2.000
3.000
4.000
5.000
6.000
7.000
8.000
9.000
10.000
11.000
12.000
13.000
14.000
15.000
16.000
17.000
18.000
19.000
20.000
21.000
22.000
23.000
24.000
25.000
26.000
27.000
28.000
29.000
30.000
31.000
32.000
33.000
34.000
35.000
36.000
37.000
38.000
39.000
40.000
41.000
42.000
43.000
44.000
45.000
46.000
47.000
48.000
49.000
50.000
51.000
52.000
53.000
54.000
55.000
56.000
57.000
58.000
59.000
60.000
61.000
62.000
63.000
64.000
65.000
66.000
67.000
68.000
69.000
70.000
71.000
72.000
73.000
74.000
75.000
76.000
77.000
78.000
79.000
80.000
81.000
82.000
83.000
84.000
85.000
86.000
87.000
88.000
89.000
90.000
91.000
92.000
93.000
94.000
95.000
96.000
97.000
98.000
99.000
100.000

FLOOR SIX-
PARTITION PLAN
1/8" = 1'-0"

(b) (5), (b) (7)(F)

(b) (6)

(b) (6)

ONE
LIBERTY
CENTER

TELETYPE TRANSMISSION GROUP
BELL TELEPHONE COMPANY
100 N. MICHIGAN AVE.
CHICAGO, ILL. 60601
212-850-1000

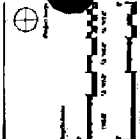
THE SHOSHY COMPANY
100 N. MICHIGAN AVE.
CHICAGO, ILL. 60601
212-850-1000

SmithGroup
INTERNATIONAL

SmithGroup International
100 N. MICHIGAN AVE.
CHICAGO, ILL. 60601
212-850-1000
www.smithgroup.com

2014, Inc. President
Consulting Engineers
400 N. Michigan Avenue, Suite 1000
Chicago, IL 60601
P 312.527.4100
F 312.527.4100
D 312.527.4100

Rev.	Date	By	Check
1	10/1/14	SM	SM
2	10/1/14	SM	SM
3	10/1/14	SM	SM
4	10/1/14	SM	SM
5	10/1/14	SM	SM
6	10/1/14	SM	SM
7	10/1/14	SM	SM
8	10/1/14	SM	SM
9	10/1/14	SM	SM
10	10/1/14	SM	SM
11	10/1/14	SM	SM
12	10/1/14	SM	SM
13	10/1/14	SM	SM
14	10/1/14	SM	SM
15	10/1/14	SM	SM
16	10/1/14	SM	SM
17	10/1/14	SM	SM
18	10/1/14	SM	SM
19	10/1/14	SM	SM
20	10/1/14	SM	SM
21	10/1/14	SM	SM
22	10/1/14	SM	SM
23	10/1/14	SM	SM
24	10/1/14	SM	SM
25	10/1/14	SM	SM
26	10/1/14	SM	SM
27	10/1/14	SM	SM
28	10/1/14	SM	SM
29	10/1/14	SM	SM
30	10/1/14	SM	SM
31	10/1/14	SM	SM
32	10/1/14	SM	SM
33	10/1/14	SM	SM
34	10/1/14	SM	SM
35	10/1/14	SM	SM
36	10/1/14	SM	SM
37	10/1/14	SM	SM
38	10/1/14	SM	SM
39	10/1/14	SM	SM
40	10/1/14	SM	SM
41	10/1/14	SM	SM
42	10/1/14	SM	SM
43	10/1/14	SM	SM
44	10/1/14	SM	SM
45	10/1/14	SM	SM
46	10/1/14	SM	SM
47	10/1/14	SM	SM
48	10/1/14	SM	SM
49	10/1/14	SM	SM
50	10/1/14	SM	SM
51	10/1/14	SM	SM
52	10/1/14	SM	SM
53	10/1/14	SM	SM
54	10/1/14	SM	SM
55	10/1/14	SM	SM
56	10/1/14	SM	SM
57	10/1/14	SM	SM
58	10/1/14	SM	SM
59	10/1/14	SM	SM
60	10/1/14	SM	SM
61	10/1/14	SM	SM
62	10/1/14	SM	SM
63	10/1/14	SM	SM
64	10/1/14	SM	SM
65	10/1/14	SM	SM
66	10/1/14	SM	SM
67	10/1/14	SM	SM
68	10/1/14	SM	SM
69	10/1/14	SM	SM
70	10/1/14	SM	SM
71	10/1/14	SM	SM
72	10/1/14	SM	SM
73	10/1/14	SM	SM
74	10/1/14	SM	SM
75	10/1/14	SM	SM
76	10/1/14	SM	SM
77	10/1/14	SM	SM
78	10/1/14	SM	SM
79	10/1/14	SM	SM
80	10/1/14	SM	SM
81	10/1/14	SM	SM
82	10/1/14	SM	SM
83	10/1/14	SM	SM
84	10/1/14	SM	SM
85	10/1/14	SM	SM
86	10/1/14	SM	SM
87	10/1/14	SM	SM
88	10/1/14	SM	SM
89	10/1/14	SM	SM
90	10/1/14	SM	SM
91	10/1/14	SM	SM
92	10/1/14	SM	SM
93	10/1/14	SM	SM
94	10/1/14	SM	SM
95	10/1/14	SM	SM
96	10/1/14	SM	SM
97	10/1/14	SM	SM
98	10/1/14	SM	SM
99	10/1/14	SM	SM
100	10/1/14	SM	SM



Notes:
1. This drawing is a preliminary drawing and is not to be used for construction.
2. All dimensions are in feet and inches.
3. All dimensions are to the centerline of the wall.
4. All dimensions are to the centerline of the door.
5. All dimensions are to the centerline of the window.
6. All dimensions are to the centerline of the stair.
7. All dimensions are to the centerline of the ramp.
8. All dimensions are to the centerline of the elevator.
9. All dimensions are to the centerline of the escalator.
10. All dimensions are to the centerline of the lift.

FLOOR MINE-
PARTITION PLAN

Scale: 1/8" = 1'-0"
Date: 10/1/14
Sheet: 11-9

(b) (5), (b) (7)(F)

10/1/14

(b) (6)

ONE
LIBERTY
CENTER

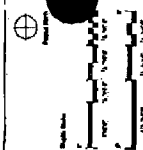
TECHNOLOGY IMPROVEMENT PROGRAM
SOLUTION INNOVATION GROUP
© 2007 Technology Improvement Group
All rights reserved. No part of this publication may be reproduced without permission in writing from Technology Improvement Group.
PUBLISHED 2007

THE SHIOKIAN COMPANY:
1000 LAMAR BLVD. SUITE 100
LOS ANGELES, CA 90015
AND OTHER OFFICES

Smith Group

[illegible]

TOLK, Incorporated
Carving Engines
4611 Arlington Boulevard, Suite 200
Palm Beach, Virginia 22751
J 703.988.5448
D 703.970.4631

[illegible]

**FLOOR ELEVEN-
PARTITION PLAN**

1-11

(b) (5), (b) (7)(F)

Copyright © 2004 John Wiley & Sons, Inc.

(b) (6)



ONE
LIBERTY
CENTER

TRANE INCORPORATED
BALLANTINE INVESTMENT GROUP
10000 WOODBURN AVENUE
SUITE 100
BOSTON, MA 02116
617-552-1000
www.trane.com

THE BROADMAN COMPANY
10000 WOODBURN AVENUE
SUITE 100
BOSTON, MA 02116
617-552-1000
www.broadman.com

SmithGroup
INTERNATIONAL

SmithGroup International
10000 WOODBURN AVENUE
SUITE 100
BOSTON, MA 02116
617-552-1000
www.smithgroup.com

YOUNG, HANSEN AND
DODDING ENGINEERS
10000 WOODBURN AVENUE
SUITE 100
BOSTON, MA 02116
617-552-1000
www.yhd.com

Section No.	Rev.	Date
10000 WOODBURN AVENUE	1	08/01/00
10000 WOODBURN AVENUE	2	08/01/00
10000 WOODBURN AVENUE	3	08/01/00
10000 WOODBURN AVENUE	4	08/01/00
10000 WOODBURN AVENUE	5	08/01/00
10000 WOODBURN AVENUE	6	08/01/00
10000 WOODBURN AVENUE	7	08/01/00
10000 WOODBURN AVENUE	8	08/01/00
10000 WOODBURN AVENUE	9	08/01/00
10000 WOODBURN AVENUE	10	08/01/00
10000 WOODBURN AVENUE	11	08/01/00
10000 WOODBURN AVENUE	12	08/01/00
10000 WOODBURN AVENUE	13	08/01/00
10000 WOODBURN AVENUE	14	08/01/00
10000 WOODBURN AVENUE	15	08/01/00
10000 WOODBURN AVENUE	16	08/01/00
10000 WOODBURN AVENUE	17	08/01/00
10000 WOODBURN AVENUE	18	08/01/00
10000 WOODBURN AVENUE	19	08/01/00
10000 WOODBURN AVENUE	20	08/01/00
10000 WOODBURN AVENUE	21	08/01/00
10000 WOODBURN AVENUE	22	08/01/00
10000 WOODBURN AVENUE	23	08/01/00
10000 WOODBURN AVENUE	24	08/01/00
10000 WOODBURN AVENUE	25	08/01/00
10000 WOODBURN AVENUE	26	08/01/00
10000 WOODBURN AVENUE	27	08/01/00
10000 WOODBURN AVENUE	28	08/01/00
10000 WOODBURN AVENUE	29	08/01/00
10000 WOODBURN AVENUE	30	08/01/00
10000 WOODBURN AVENUE	31	08/01/00
10000 WOODBURN AVENUE	32	08/01/00
10000 WOODBURN AVENUE	33	08/01/00
10000 WOODBURN AVENUE	34	08/01/00
10000 WOODBURN AVENUE	35	08/01/00
10000 WOODBURN AVENUE	36	08/01/00
10000 WOODBURN AVENUE	37	08/01/00
10000 WOODBURN AVENUE	38	08/01/00
10000 WOODBURN AVENUE	39	08/01/00
10000 WOODBURN AVENUE	40	08/01/00
10000 WOODBURN AVENUE	41	08/01/00
10000 WOODBURN AVENUE	42	08/01/00
10000 WOODBURN AVENUE	43	08/01/00
10000 WOODBURN AVENUE	44	08/01/00
10000 WOODBURN AVENUE	45	08/01/00
10000 WOODBURN AVENUE	46	08/01/00
10000 WOODBURN AVENUE	47	08/01/00
10000 WOODBURN AVENUE	48	08/01/00
10000 WOODBURN AVENUE	49	08/01/00
10000 WOODBURN AVENUE	50	08/01/00
10000 WOODBURN AVENUE	51	08/01/00
10000 WOODBURN AVENUE	52	08/01/00
10000 WOODBURN AVENUE	53	08/01/00
10000 WOODBURN AVENUE	54	08/01/00
10000 WOODBURN AVENUE	55	08/01/00
10000 WOODBURN AVENUE	56	08/01/00
10000 WOODBURN AVENUE	57	08/01/00
10000 WOODBURN AVENUE	58	08/01/00
10000 WOODBURN AVENUE	59	08/01/00
10000 WOODBURN AVENUE	60	08/01/00
10000 WOODBURN AVENUE	61	08/01/00
10000 WOODBURN AVENUE	62	08/01/00
10000 WOODBURN AVENUE	63	08/01/00
10000 WOODBURN AVENUE	64	08/01/00
10000 WOODBURN AVENUE	65	08/01/00
10000 WOODBURN AVENUE	66	08/01/00
10000 WOODBURN AVENUE	67	08/01/00
10000 WOODBURN AVENUE	68	08/01/00
10000 WOODBURN AVENUE	69	08/01/00
10000 WOODBURN AVENUE	70	08/01/00
10000 WOODBURN AVENUE	71	08/01/00
10000 WOODBURN AVENUE	72	08/01/00
10000 WOODBURN AVENUE	73	08/01/00
10000 WOODBURN AVENUE	74	08/01/00
10000 WOODBURN AVENUE	75	08/01/00
10000 WOODBURN AVENUE	76	08/01/00
10000 WOODBURN AVENUE	77	08/01/00
10000 WOODBURN AVENUE	78	08/01/00
10000 WOODBURN AVENUE	79	08/01/00
10000 WOODBURN AVENUE	80	08/01/00
10000 WOODBURN AVENUE	81	08/01/00
10000 WOODBURN AVENUE	82	08/01/00
10000 WOODBURN AVENUE	83	08/01/00
10000 WOODBURN AVENUE	84	08/01/00
10000 WOODBURN AVENUE	85	08/01/00
10000 WOODBURN AVENUE	86	08/01/00
10000 WOODBURN AVENUE	87	08/01/00
10000 WOODBURN AVENUE	88	08/01/00
10000 WOODBURN AVENUE	89	08/01/00
10000 WOODBURN AVENUE	90	08/01/00
10000 WOODBURN AVENUE	91	08/01/00
10000 WOODBURN AVENUE	92	08/01/00
10000 WOODBURN AVENUE	93	08/01/00
10000 WOODBURN AVENUE	94	08/01/00
10000 WOODBURN AVENUE	95	08/01/00
10000 WOODBURN AVENUE	96	08/01/00
10000 WOODBURN AVENUE	97	08/01/00
10000 WOODBURN AVENUE	98	08/01/00
10000 WOODBURN AVENUE	99	08/01/00
10000 WOODBURN AVENUE	100	08/01/00



Notes:
1. All dimensions are approximate and should be used for general reference only.
2. All dimensions are approximate and should be used for general reference only.
3. All dimensions are approximate and should be used for general reference only.
4. All dimensions are approximate and should be used for general reference only.
5. All dimensions are approximate and should be used for general reference only.
6. All dimensions are approximate and should be used for general reference only.
7. All dimensions are approximate and should be used for general reference only.
8. All dimensions are approximate and should be used for general reference only.
9. All dimensions are approximate and should be used for general reference only.
10. All dimensions are approximate and should be used for general reference only.

FLOOR TWELVE-
PARTITION PLAN
Scale: 1/4" = 1'-0"
Drawing No.: 2341.000
11-12

(b) (5), (b) (7)(F)

Notes:
1. All dimensions are approximate and should be used for general reference only.
2. All dimensions are approximate and should be used for general reference only.
3. All dimensions are approximate and should be used for general reference only.
4. All dimensions are approximate and should be used for general reference only.
5. All dimensions are approximate and should be used for general reference only.
6. All dimensions are approximate and should be used for general reference only.
7. All dimensions are approximate and should be used for general reference only.
8. All dimensions are approximate and should be used for general reference only.
9. All dimensions are approximate and should be used for general reference only.
10. All dimensions are approximate and should be used for general reference only.

(b) (6)

SS

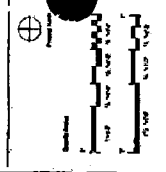
ONE
LIBERTY
CENTER

TECHNICAL SERVICES GROUP
BALLSTON INVESTORS GROUP
CONSTRUCTION GROUP
ARCHITECTURAL GROUP
INTERIOR DESIGN GROUP
LANDSCAPE ARCHITECTURE GROUP
PLANNING GROUP
THE SHOUSHAN COMPANY

SmithGroup
Ballston Investors Group
1122 Constitution Avenue, NW
Suite 250
Washington, DC 20004
202.331.1100
202.331.1101
www.smithgroup.com

TDA, Incorporated
Consulting Engineers
1400 Arlington Avenue, Suite 200
Falls Church, VA 22044
703.861.4444
703.861.4445

Sheet No.	Rev.	Date
101	1	10/1/00
102	1	10/1/00
103	1	10/1/00
104	1	10/1/00
105	1	10/1/00
106	1	10/1/00
107	1	10/1/00
108	1	10/1/00
109	1	10/1/00
110	1	10/1/00
111	1	10/1/00
112	1	10/1/00
113	1	10/1/00
114	1	10/1/00
115	1	10/1/00
116	1	10/1/00
117	1	10/1/00
118	1	10/1/00
119	1	10/1/00
120	1	10/1/00
121	1	10/1/00
122	1	10/1/00
123	1	10/1/00
124	1	10/1/00
125	1	10/1/00
126	1	10/1/00
127	1	10/1/00
128	1	10/1/00
129	1	10/1/00
130	1	10/1/00
131	1	10/1/00
132	1	10/1/00
133	1	10/1/00
134	1	10/1/00
135	1	10/1/00
136	1	10/1/00
137	1	10/1/00
138	1	10/1/00
139	1	10/1/00
140	1	10/1/00
141	1	10/1/00
142	1	10/1/00
143	1	10/1/00
144	1	10/1/00
145	1	10/1/00
146	1	10/1/00
147	1	10/1/00
148	1	10/1/00
149	1	10/1/00
150	1	10/1/00
151	1	10/1/00
152	1	10/1/00
153	1	10/1/00
154	1	10/1/00
155	1	10/1/00
156	1	10/1/00
157	1	10/1/00
158	1	10/1/00
159	1	10/1/00
160	1	10/1/00
161	1	10/1/00
162	1	10/1/00
163	1	10/1/00
164	1	10/1/00
165	1	10/1/00
166	1	10/1/00
167	1	10/1/00
168	1	10/1/00
169	1	10/1/00
170	1	10/1/00
171	1	10/1/00
172	1	10/1/00
173	1	10/1/00
174	1	10/1/00
175	1	10/1/00
176	1	10/1/00
177	1	10/1/00
178	1	10/1/00
179	1	10/1/00
180	1	10/1/00
181	1	10/1/00
182	1	10/1/00
183	1	10/1/00
184	1	10/1/00
185	1	10/1/00
186	1	10/1/00
187	1	10/1/00
188	1	10/1/00
189	1	10/1/00
190	1	10/1/00
191	1	10/1/00
192	1	10/1/00
193	1	10/1/00
194	1	10/1/00
195	1	10/1/00
196	1	10/1/00
197	1	10/1/00
198	1	10/1/00
199	1	10/1/00
200	1	10/1/00



Notes:
1. All dimensions are in feet and inches.
2. All dimensions are to the center of the member unless otherwise noted.
3. All dimensions are to the finished surface unless otherwise noted.
4. All dimensions are to the center of the member unless otherwise noted.
5. All dimensions are to the finished surface unless otherwise noted.
6. All dimensions are to the center of the member unless otherwise noted.
7. All dimensions are to the finished surface unless otherwise noted.
8. All dimensions are to the center of the member unless otherwise noted.
9. All dimensions are to the finished surface unless otherwise noted.
10. All dimensions are to the center of the member unless otherwise noted.

FLOOR THIRTEEN-
PARTITION PLAN
Scale: 1/8"=1'-0"
Date: 10/1/00
Sheet: 13-13

(b) (5), (b) (7)(F)

(b) (6)

SS

Exhibit C
RLP Number 9VA2512, Lease number GS-11B-12564

1. **DETERRENCE TO UNAUTHORIZED ENTRY (BUILDING SHELL) (NOV 2005)**
The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.
2. **ACCESS TO UTILITY AREAS (BUILDING SHELL) (NOV 2005)**
Utility areas shall be secure, and only authorized personnel shall have access.
3. **MECHANICAL AREAS AND BUILDING ROOFS (BUILDING SHELL) (NOV 2005)**
 - A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
 - B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
4. **ACCESS TO BUILDING INFORMATION (BUILDING SHELL) (NOV 2005)**
Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.
5. **IDENTITY VERIFICATION OF PERSONNEL (BUILDING SHELL) (MAY 2007)**
 - A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
 - B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
 - C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
 1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
 4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or

subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

6. SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL/BUILDING SPECIFIC) (JAN 2012)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles. **7. SECURE**

HVAC: AIRBORNE HAZARDS (BUILDING SHELL/BUILDING SPECIFIC) (JAN 2012)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard. The cost to upgrade from existing conditions to meet the requirements of this clause shall be considered Building Specific Security costs and shall be included on the Security Unit Price List.

8. SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL/BUILDING SPECIFIC) (JAN 2012)

A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall relocate, extend, or secure intakes as described below:

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.
4. The cost to upgrade from existing conditions to meet the requirements of this clause shall be considered Building Specific Security costs and shall be included on the Security Unit Price List.

9. EMERGENCY POWER TO CRITICAL SYSTEMS (BUILDING SHELL/BUILDING SPECIFIC) (JAN 2012)

Lessor shall provide emergency power backup for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO. The cost to upgrade from existing conditions to meet the requirements of this clause shall be considered Building Specific Security costs and shall be included on the Security Unit Price List.

10. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SPECIFIC)

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government.
- B. Alternatively, the Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or *ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

11. POSTING OF GOVERNMENT RULES AND REGULATIONS (DEC 2011)

Lessor will permit the Government to post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

12. TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

13. ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Lessor shall permit security guards provided by the Government to be stationed at public lobbies and public entrances/exits, for such purposes as ID/pass control, and staffing of x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

14. ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

14. ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY BY LESSOR (BUILDING SPECIFIC SECURITY) (DEC 2011)

A perimeter Intrusion Detection System (IDS), compliant with government standards, with tie-in to a central monitoring facility shall be provided, installed and maintained by the Lessor. Standards can be obtained from the Contracting Officer upon request. This system shall also be compatible with the Department of Homeland Security, Federal Protection Service (DHS/FPS) mega center central monitoring facility. Information regarding system compatibility requirements is available from the Contracting Officer. Internal IDS for Government space may be required based on the government's building security assessment."

15. CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (DEC 2011)

The Lessor shall permit installation, operation and maintenance of twenty-four hour Closed Circuit Television (CCTV) coverage by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

15. CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING BY LESSOR (TENANT IMPROVEMENT) (DEC 2011)

Twenty-four (24) hour CCTV coverage and recording shall be provided, operated and maintained by the Lessor. Equipment must comply with government standards and specifications that are available from the Contracting Officer upon request. The Government's Building Security Assessment will determine the exact number of cameras and locations. The Lessor will provide Time-lapse video recordings (digital storage). The Government will centrally monitor the CCTV Surveillance.

16. CCTV MONITORING: GOVERNMENT-PROVIDED SIGNAGE ADVISING OF 24-HOUR VIDEO SURVEILLANCE (DEC 2011)

When video surveillance is installed, Lessor shall permit the Government to provide, install and maintain warning signs advising of twenty-four hour surveillance.

16. CCTV MONITORING: LESSOR-PROVIDED SIGNAGE ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (DEC 2011)

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be provided, posted and maintained by Lessor at its expense.

17. ENTRY SECURITY: GOVERNMENT-PROVIDED ENTRY CONTROL WITH CCTV AND DOOR STRIKES (DEC 2011)

The Lessor shall permit the installation of an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. The system will be maintained by the Government. This system shall comply with the Architectural Barriers Act, section F230.0.

17. **ENTRY SECURITY: LESSOR-PROVIDED ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (DEC 2011)**
The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. The government's building security assessment will determine the exact number of entrances requiring cameras and door strikes. Equipment must comply with government standards and specifications that are available from the contracting officer upon request. This system shall comply with the Architectural Barriers Act, section F230.0.
18. **ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.
19. **ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.
20. **PARKING SECURITY REQUIREMENTS (BUILDING SPECIFIC) (NOV 2005)**
- A. Government parking areas or spaces shall be assigned and marked as "reserved."
 - B. Public accessibility to official Government vehicles shall be limited through fencing or other means.
 - C. Control of Parking Areas: The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.
 - D. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."
 - E. Inspection of Parking Areas: The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.
 - F. Post Signs and Arrange for Towing of Unauthorized Vehicles: Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.
 - G. ID System and Procedures for Authorized Parking: An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).
21. **ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES BY GOVERNMENT (NOV 2005)**
Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.
21. **ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES BY LESSOR (BUILDING SPECIFIC SECURITY) (DEC 2011)**
Magnetometers and X-ray machines are required at public entrances and will be provided, installed, and maintained by the Lessor. Equipment will comply with Government standards. Standards can be obtained from the Contracting Officer upon request. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment and operate the equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.
22. **OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)**
- A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.
 - B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.
23. **ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (BUILDING SPECIFIC) (NOV 2005)**
All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured

non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

24. EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL/BUILDING SPECIFIC) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this RLP) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building. The cost to upgrade from existing conditions to meet the requirements of this clause shall be considered building specific security costs and shall be included on the security unit price list.

25. SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL/BUILDING-SPECIFIC) (JAN 2012)

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling. The cost to upgrade from existing conditions to meet the requirements of this clause shall be considered building specific security costs and shall be included on the security unit price list.

26. ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

(b) (6)

RELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS			
Building Name:	One Liberty Center		
Building Address:	875 N. Randolph Street		
City:	Arlington		
State:	Virginia		
9-Digit Zip Code:	22203-1986		
II. GENERAL BUILDING INFORMATION			
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:			
Floor	Entire Building		
Sq. Ft. Per Floor	332,928 rsf		
b. Identify the total number of floors in the building starting at the street floor:			13 plus penthouse
c. Identify the total number of floors in the building below the street floor:			5
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:			All but Floors 7 & 8
III. OTHER USES IN BUILDING (Check All That Apply)			
<input checked="" type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input checked="" type="checkbox"/> Storage	<input type="checkbox"/> Retail
<input checked="" type="checkbox"/> Parking Garage	<input checked="" type="checkbox"/> Other (list)	Offices	
IV. AUTOMATIC FIRE SPRINKLER SYSTEM			
Please Check YES, NO, or N/A to the following questions:			
a. Is an automatic fire sprinkler system installed throughout the building?			YES X
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?			YES X
V. FIRE ALARM SYSTEM			
Please Check YES, NO, N/A to the following questions:			
a. Is a fire alarm system installed in the building?			YES X
b. Is an emergency voice/alarm communication system installed in the building?			YES X
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?			YES X
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?			YES X
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?			NO X
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central station?			YES X
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?			YES X
VI. EXIT SIGNS & EMERGENCY LIGHTING			
Please Check YES, NO, or N/A to the following questions:			
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?			YES X

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	X		
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	X		
VII. ELEVATORS			
Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
Are elevators installed in the building?	X		
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	X		
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	X		
VIII. ADDITIONAL INFORMATION			
Phase I primary recall brings elevators to 1 st floor lobby. Alternate recall brings elevators to 2 nd floor lobby.			

OFFEROR'S STATEMENT	
I hereby attest that the above information is complete and accurate to the best of my knowledge.	
Signature: <u>(b) (6)</u>	Date: <u>11/27/12</u>
Printed Name: <u>Marlin L. Schneider, Jr.</u>	
Title: <u>President, MLS Realty, Inc. Manager</u>	
Name of Firm: <u>MLS Realty, Inc., Manager</u>	

Signature: <u>(b) (6)</u>	Date: <u>11/29/12</u>
Printed Name: <u>Lawrence C. Musselwhite, President</u>	
Title: <u>President, CBE Realty, Inc., Co-Manager</u>	
Name of Firm: <u>CBE Realty, Inc., Co-Manager</u>	

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.
- b. Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."
- c. Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
It is understood there are no current citations or violations regarding this building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
See Attachment A.
- c. Identify the number of floors in the building (above and below grade)
The office building has thirteen stories plus a penthouse above grade and 5 stories below grade.
- d. Identify the approximate gross square footage per floor in the building.
The building has an approximate gross per-floor area of 25,708 square feet.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
The entire building including the below grade parking garage with a total area of approximately 549,000 gross square feet (332,928 square feet of office space) is being offered.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
The emergency generator located in the loading dock on the first level is provided with a 275-gallon diesel fuel belly tank.
- g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
The emergency generator and non-rated electrical equipment located in the area of the fuel storage tank are potential fire ignition sources.

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

2. Occupancy Classifications.

- a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

B5 – Parking, storage, dry pipe valve, and hydraulic elevator machine room (EMR)

B4 – Parking, storage and dry pipe valve

B3 – Parking and dry pipe valve

B2 – Parking, storage and dry pipe valve

B1 – Parking, Fire Pump, Main Electrical Room, dry pipe valve (B1 Level) and dry pipe valve (Loading Dock)

Floor 1 – Lobby, fire control room, emergency generator and restaurant/deli

Floors 2 thru 13 – Offices

Penthouse – Mechanical room, and traction EMRs

3. Building Construction.

- a. Identify the building construction type.

The building is of fire-resistive construction with precast concrete exterior walls. The frame is Spray on Fire Protected steel, the floors are concrete slab, and the walls are pre-cast concrete panels with metal frame windows. Based on the available building design documents, the IBC building construction classification is Type 1B. The NFPA 220 classification for this building most closely resembles a minimum of Type II-222.

4. Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, holstways for elevators, escalators, and shafts.

The exit stairs are separated from adjoining spaces by what appears to be fire-resistance-rated concrete masonry unit (CMU) construction. The openings into the stair enclosures are provided with 1½-hour fire-resistance-rated doors. The elevator and utility shafts were not accessed during the survey.

- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

All of the observed vertical and horizontal penetrations are firestopped with firestop sealant or concrete; however, not all fire resistant rated walls were fully evaluated.

5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.

Each of the office floors is provided with two separate exits, Stairs A and B. Stairs A and B extend from the B5 parking level to the penthouse. Stairs A and B are provided with gates to prevent exiting occupants from the upper floors continuing down to the parking levels past the level of exit discharge.

- b. For each exit stair, describe:

- i. The clear width of each stair tread and location of measurement.

Both the exit stairs have widths of 44 inches and 37 inches between handrails.

- ii. The egress capacity of each exit stair.

Based on an exit capacity factor of 0.3 inches per person for the stairs, the two stairs provide a total exit capacity of 292 (146 x 2) persons per floor. Each 36-inch exit door into the stair has a clear width of 33 inches. At 0.2 inches per person for the doors, the two doors provide a total exit capacity of 330 (165 x 2) persons per floor. Exit capacity is limited by the width of the stairs.

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- iii. The location of where each exit stair discharges.
Stair A discharges into the fully sprinklered first floor lobby. Stair B discharges to the exterior of the building into an alleyway through an interior exit passageway located on the first floor. The walls of the exit passageway are continuous to the floor slab above and appear to be fire-resistance-rated gypsum construction.
- iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
The stair doors on each floor are not locked with the exception of the stair doors serving the seventh and eighth floor.
- v. Any penetrations into and openings through each exit stair enclosure assembly.
All penetrations into the stair enclosures are for those utilities, such as sprinkler, fire alarm, lighting, stair pressurization, and HVAC, serving the stair enclosure. All observed through-penetrations were properly sealed.
- vi. Any headroom obstruction within each exit stair enclosure.
None observed.
- vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
None observed.
- viii. The exit stair remoteness arrangement.
The two exits on the office floors are separated by approximately 73 feet measured in a straight line. The maximum overall diagonal dimension of the building is approximately 226 feet. The required one-third minimum separation distance from NFPA 101, *Life Safety Code*, and the *International Building Code (IBC)* is 76 feet. However, Arlington County does not adopt NFPA 101 and the applicable code, 2009 *Virginia Uniform Statewide Building Code (VUSBC)*, modifies the IBC. The VUSBC changes IBC, Section 1015.2.1, Exception 2 to read: "Where a building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, the separation distance of the exit doors or exit access doorways shall not be less than one-fourth of the length of the maximum overall diagonal dimension of the area served." Therefore, this building is in compliance with the current building code adopted by the jurisdiction.
- ix. Identify and describe if all exit stair doors are self-closing and self-latching.
All the observed exit doors are provided with self-closers and are self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
None observed.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
All the observed fire doors are in proper working order.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
Exit access is through corridors within the floors. The exact arrangement varies on each floor. No concerns noted.
- f. Identify by location and describe any concern regarding the exit signage within the building.
Stairway identification signs are provided inside the exit stair enclosures. No other concerns noted.
- g. Describe the building's emergency lighting system.
Emergency lighting is provided by selected ceiling-mounted light fixtures on each floor and both ceiling-mounted and wall-mounted light fixtures in the stairways. The emergency lights on the floors are connected to the emergency generator.
- h. Identify and describe if emergency power is provided within the building.
Emergency power is provided by a diesel generator set manufactured by Detroit Diesel and powered by a 12-cylinder Detroit Diesel engine. The generator is rated at 600 kW and 750 kVA. The diesel engine is supplied by an integral 275-gallon belly tank. The generator set is located on the first level inside a rated enclosure off of the loading dock. The generator supplies power to the fire alarm system, emergency lights, exit signs, elevators, stair pressurization fans, domestic water, garage exhaust and supply, fire pump, and jockey pump.

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

- i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

The generator is run weekly for approximately an hour and serviced bi-annually by an outside contractor. The last service was conducted on June 26, 2012. Records of the annual service are kept in the building engineer's office.

6. Automatic Fire Suppression Systems.

- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.

Automatic sprinkler protection is provided throughout the building with several minor exceptions. The main electrical room and the emergency generator are not provided with sprinkler protection. Hydraulic design placards were not observed in the fire pump room.

The sprinklers and standpipes are supplied by a 6-inch connection to the public water main. A Patterson, 500 gpm at 85 psi fire pump supplements the city water pressure to the sprinkler systems and standpipes. The fire pump is driven by a U.S. Electric, 40 hp at 3,540 rpm electric motor. The fire pump is provided with a Firetrol controller and Firetrol automatic transfer switch. A Burks Jockey pump, powered by a Franklin Electric 2-hp electric motor, is provided adjacent to the pump. The booster and jockey pumps are located in a separated room on the B1 parking level. The booster pump is being run weekly for 10 minutes. The booster pump test header with two 2½-inch hose outlets is located on Randolph Street side of the building.

Fire department connections (FDCs), each with two 2½-inch hose inlets, are located on the Randolph Street and 9th Street sides of the building. Several public fire hydrants are located within 500 feet of the building. The incoming city water pressure was 85 psi at the time of this survey.

- b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.

All of the above-grade floors of the building are protected with wet pipe sprinkler systems. Each parking level and the loading dock are protected with dry pipe sprinkler systems.

- c. Identify and describe any other fire suppression systems installed within the building.

Dry chemical-type fire extinguishers are provided throughout the building. All the extinguishers have been checked within the last year and are being inspected annually and visually checked monthly.

The dell on the first level has a Kitchen Knight II PCL - 460 hood system that was last inspected July of 2011.

- d. Identify and describe the types of standpipes installed in the building.

Stairs A and B are each provided with a 6-inch combination sprinkler/standpipe riser. The sprinkler system on each of the above-grade floors is cross-fed from both risers. A hose connection with 2½-inch outlets is provided on each floor landing within each stairway.

- e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

It is understood the sprinkler systems are tested, quarterly and annually, in accordance with NFPA 25. Records of these tests are available in the building management office. The report of the latest annual test of the sprinkler systems, conducted on March 29, 2012, reported no deficiencies. The report of the latest annual test of the dry pipe sprinkler systems, conducted on March 29, 2012, indicated no deficiencies. The report of the latest annual test of the fire pump, conducted on March 29, 2012, indicated no deficiencies.

7. Fire Alarm System.

- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.

A point-addressable, voice-capable fire alarm system is provided throughout the building. The fire alarm control panel is a

PRELEASE

FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

Siemens MXL. The main alarm panel is located in the FCR which is located on the first floor. This interior room is directly accessible from the interior and exterior of the building.

Firefighter telephones are located in each elevator lobby and stair landing throughout the building, in the EMRs, and in the fire pump room. The master handset for the telephones is located in the main fire alarm control panel.

Smoke detectors are installed in the elevator machine rooms, penthouse, B-1 level main electric room, fire pump room, fire command center, elevator lobbies, mechanical, telephone, electric rooms on each floor and the storage rooms in the parking garage. All of the detectors are connected to the main fire alarm panel.

- b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department. The fire alarm system is monitored by Kastle Systems, a UL-listed central station.
- c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities. Activation of a sprinkler waterflow alarm, manual pull station, duct detector, or smoke detector sends an alarm to the fire alarm control panel. The audible and visual notification appliances on the floor in alarm, the floor above, and the floor below will activate, and the building occupants on those floors will be directed to evacuate the building. Activation of a smoke detector in an elevator lobby or in an elevator machine room will initiate elevator recall. Stair pressurization is initiated by smoke detectors mounted at each door leading into the exit enclosure.
- d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used. It is understood that the fire alarm system is tested annually in accordance with NFPA 72. Records of these tests are available in the building engineer's office. The report of the latest annual test of the fire alarm system, conducted from July 19, 2012, to July 21, 2012, was reviewed with satisfactory results.

8. Elevators.

- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction. The current certificates of the elevator inspections are available in the building engineer's office.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements. The elevators appear to comply with the Phase I Emergency Recall Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements. The elevators appear to comply with the Phase II Emergency In-Car Operation requirements of ASME A17.1; however, they were not tested during this survey. The elevators are tested annually by an outside contractor.
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week. The telephones in the elevators are connected to Kastle Systems, a UL-listed central station.

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

FINDINGS AND RECOMMENDATIONS

1. **Finding:** The training room on the 7th floor has an occupant load exceeding 50 people and is required to have exit signs above the doors.

Recommendation: Exit signs should be installed above each doorway.

Code Reference: *Virginia Uniform Building Code (International Building Code)*, 2009 edition, Section 1011.1

2. **Finding:** The conference room on the 4th floor has an occupant load exceeding 50 people and is required to have exit signs above the doors.

Recommendation: Exit signs should be installed above each doorway.

Code Reference: *Virginia Uniform Building Code (International Building Code)*, 2009 edition, Section 1011.1

3. **Finding:** The second means of egress from the 4th floor conference is obstructed by furniture.

Recommendation: The furniture obstructing the doorway should be relocated to create an unobstructed egress path.

Code Reference: *Virginia Uniform Building Code (International Building Code)*, 2009 edition, Section 1015.1

4. **Finding:** Cardboard boxes are stacked to within 6 inches of the sprinkler head in the storage room on the B4 level.

Recommendation: The items in storage should be re-arranged to ensure there is a minimum of 18 inches between the sprinkler head and any items.

Code Reference: *NFPA 13, Standard for the Installation of Sprinkler System*, 2010 Edition, Section 8.5.6.1

5. **Finding:** The gate being used as a means of interruption to egress travel past the level of exit discharge in Stair A is not returning to their closed position.

Recommendation: The gate should be repaired so that they return to the closed position after being opened.

Code Reference: *NFPA 101, Life Safety Code*, 2012 edition, Section 7.7.3.4.

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature:

(b) (6)

Date: August 6, 2012

Printed Name:

Moriel E Kaplan, PE

Name of Firm:

Aon Fire Protection Engineering Corporation

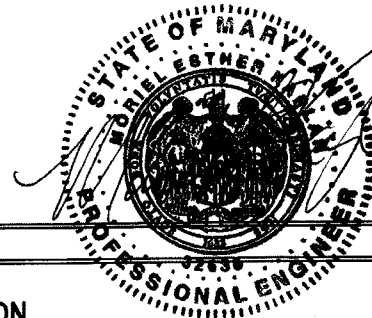
Phone #:

(301) 220-1212

License Number:

32635 MD

Stamp Here:



OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature:

(b) (6)

Date: 11/27/12

Printed Name:

Morton L. Schneider, Jr.

Lawrence C. Nussdorf

Title:

President MLS Realty, Inc. Manager

President CBE Realty, Inc. Co Manager

Name of Firm:

Ballston Investor Group I, LLC

Ballston Investor Group I LLC

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

ATTACHMENT A

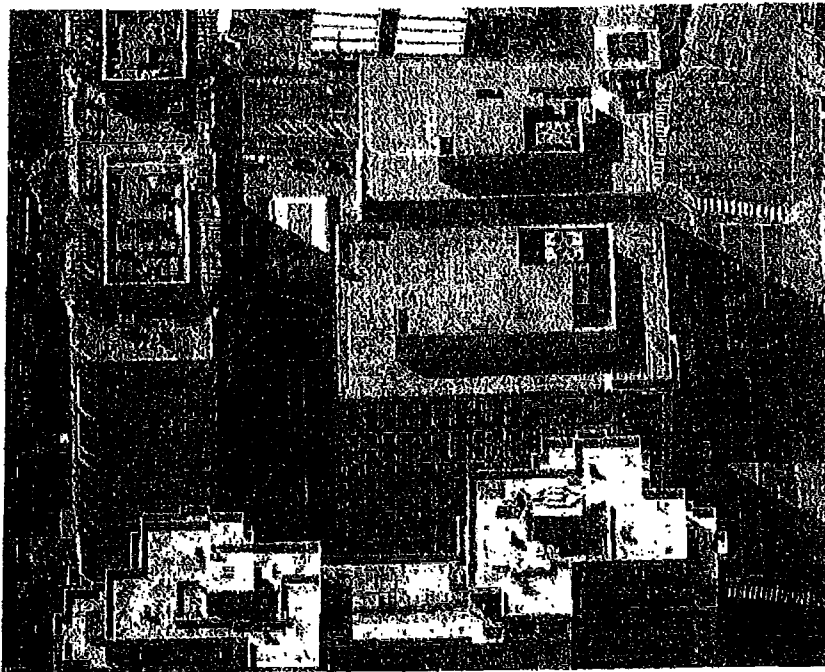


Figure 1 - North Side of the Building

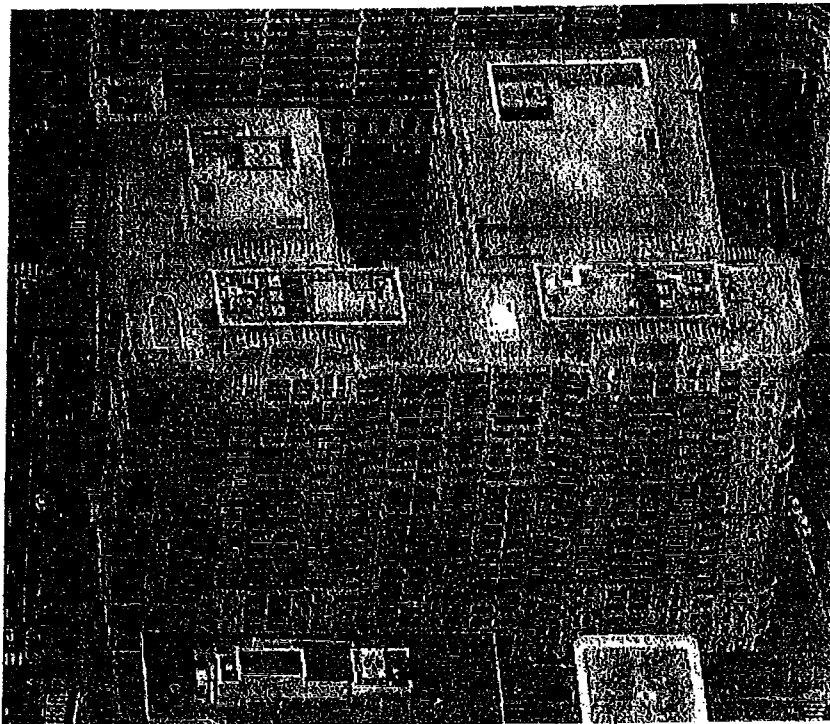


Figure 2 - East Side of the Building

RELEASE
FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING



Figure 3 - South Side of the Building

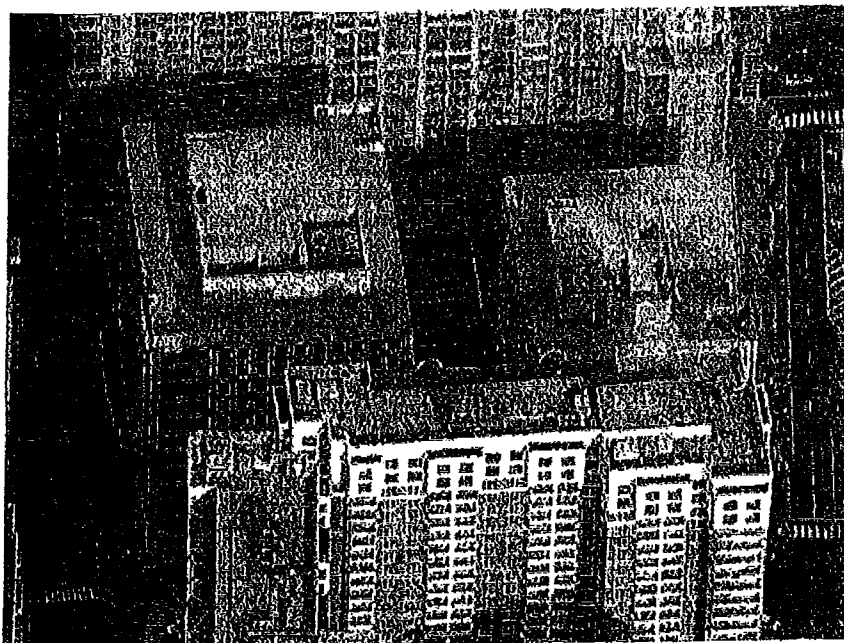


Figure 4 - West Side of the Building



GSA Public Buildings Service

**CERTIFICATE OF SEISMIC COMPLIANCE
EXISTING BUILDING**

Date: 07/31/12__

Preparer certifies that building located at 875 N. Randolph Street, Arlington, Virginia

has been evaluated to the **Life Safety Performance Level** as set forth in the "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary", ICSSC RP 6. Documentation of this evaluation must be attached to this Certificate.

ASCE Building Type: C1

No. of Stories: 17

Approx. Area: 316,000 sq. ft.

Building Design Code: BOCA

Year of Design Code: 1996

Year of Construction: 2003

I certify that subject building ☒ will, ☐ will not, meet the **Life Safety Performance Level** of ICSSC RP 6. This certificate was based on: Tier 1 Evaluation ☒ Tier 2 Evaluation ☐ Other ☐ (please explain below).

Affix Stamp and Sign Here

Engineer's Name: Hakan Onel

Firm: Smislova, Kehnemui and Associates, Inc.

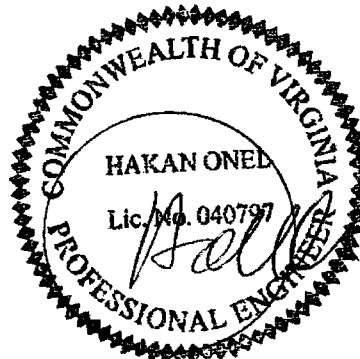
Address: 12505 Park Potomac Ave., Suite 200
Potomac, Maryland 20895

Telephone: 301-881-1441

License No.: 0402040797

State: Virginia

Expiration Date: February 28, 2013



Comments:

(b) (6)

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

(b) (5), (b) (7)(F)

(b) (6)

PRE-LEASE BUILDING SECURITY PLAN
GENERAL INFORMATION

(b) (5), (b) (7)(F)




(b) (6)



PRE-LEASE BUILDING SECURITY PLAN
PERIMETER INFORMATION

(b) (5), (b) (7)(F)

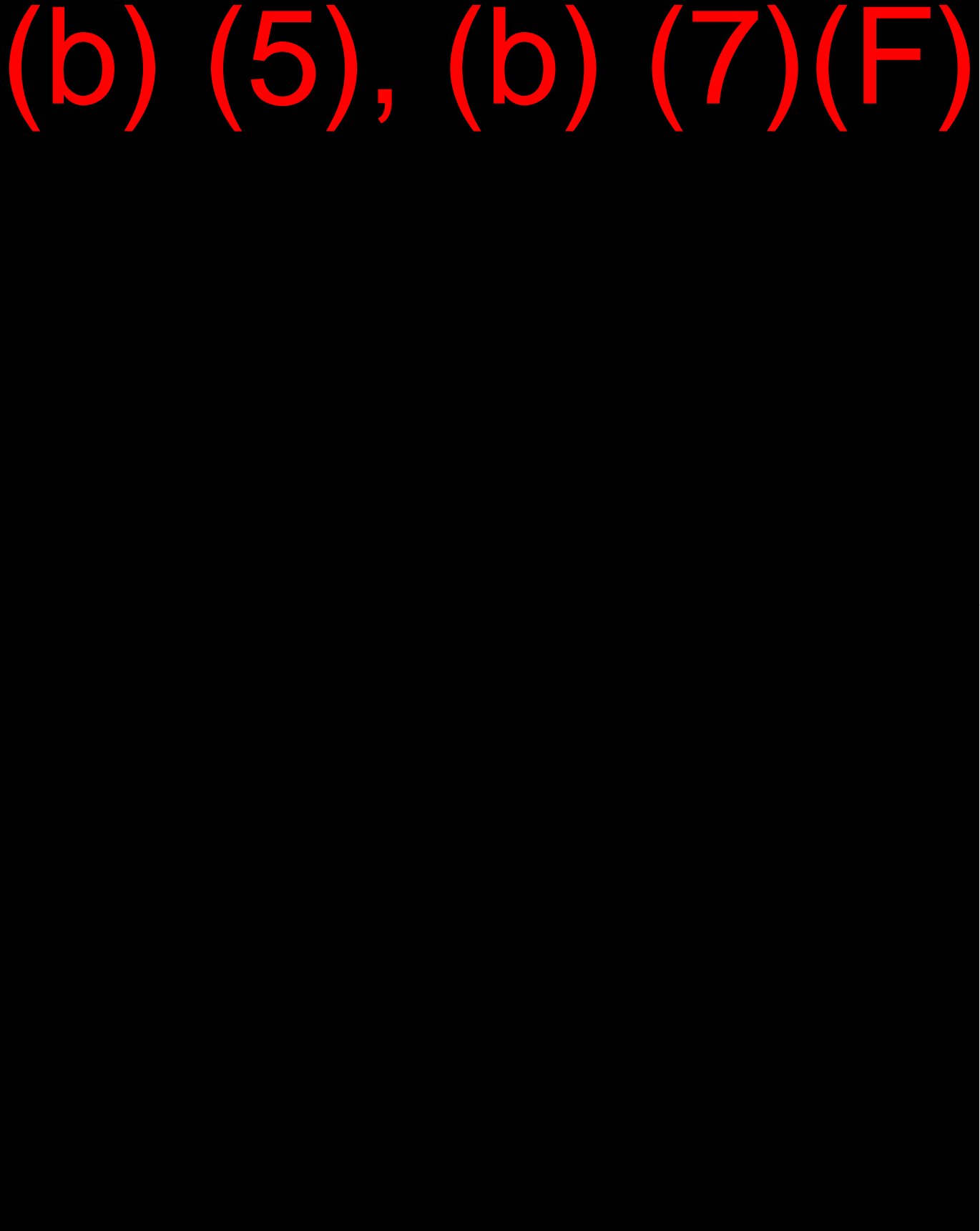


(b) (6)



PRE-LEASE BUILDING SECURITY PLAN

(b) (5), (b) (7)(F)



(b) (6)

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: **(b) (6)** Date: 7.27.12

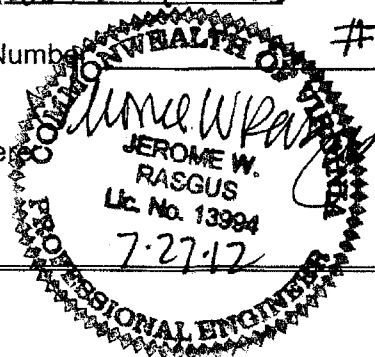
Printed Name: JEROME W. RASGUS

Name of Firm: WEIDINGER ASSOC

Phone #: (202) 644-2453

License Number: #13994

Stamp Here



(b) (6)

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

(b) (6)

Signature: _____

Date: _____

(b) (6)

Printed Name: Martha L. Schneider, Jr.

Lawrence C. Nussport 11/29/12

Title: President, ALB Realty, Inc., Manager

President, ALB Realty, Inc.
CO Manager

Name of Firm: Bullston Investor Group II, LLC

Bullston Investor Group II LLC

(b) (6)